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To: Division of Corporations
Fax Number : (850)205-0380

From: Account Name : CUMMINGS & LOCKWOOD
Account Number : 102336001100
Phone : (239)649-3186
Fax Number : (239)263-0703

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MERGER OR SHARE EXCHANGE

The Richard Rzaca and Eleanor Rzaca Family LLC

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Certificate of Status	1
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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Doreen Bennett

(Contact Person)

Cummings & Lockwood

(Firm/Company)

3110 Tamiami Trail North, Suite 400

(Address)

Naples, Florida 34103

(City, State and Zip Code)

For further information concerning this matter, please call:

Doreen Bennett

(Name of Contact Person)

at (**239**) **649-3129**

(Area Code and Daytime Telephone Number)

Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY	FLORIDA	LIMITED LIABILITY COMPANY
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED PARTNERSHIP	PENNSYLVANIA	LIMITED PARTNERSHIP

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY	FLORIDA	LIMITED LIABILITY COMPANY

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THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

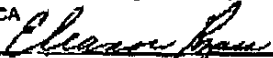
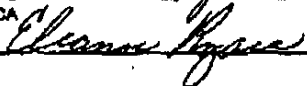
Mailing address: _____

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY		Eleanor Rzaca Manager
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED PARTNERSHIP		Eleanor Rzaca General Partner

- Corporations: Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
- General partnerships: Signature of a general partner or authorized person
- Florida Limited Partnerships: Signatures of all general partners
- Non-Florida Limited Partnerships: Signature of a general partner
- Limited Liability Companies: Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

Certified Copy (optional): \$30.00

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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY	FLORIDA	LIMITED LIABILITY COMPANY
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED PARTNERSHIP	PENNSYLVANIA	LIMITED PARTNERSHIP

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY	FLORIDA	LIMITED LIABILITY COMPANY

THIRD: The terms and conditions of the merger are as follows:

See Attachment

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attachment

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attachment

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See Attachment

(Attach additional sheet if necessary)

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 7th day of June, 2006, by and between THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "LP") and THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY, a Florida limited liability company (the "LLC"). The LP and the LLC are sometimes referred to herein as the "CONSTITUENT COMPANIES."

WITNESSETH:

WHEREAS, the partners of the LP and the managers and members of the LLC have determined that it is advisable that the LP be merged with and into the LLC and have approved the merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the States of Pennsylvania and Florida which permit such merger.

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained, the parties agree as follows:

**ARTICLE I
THE MERGER**

Section 1.1. Description of the Merger. As of the Effective Date (as defined in Article IV), the LP shall merge with and into the LLC (the "Merger") and the LLC shall continue as the surviving company (the "Surviving Company"), subject to the laws of the State of Florida. The Merger shall be pursuant to and shall have the effect provided for in the Pennsylvania Limited Partnership Act (the "PA Act") and the Florida Limited Liability Company Act (the "FL Act") (the PA Act and the FL Act may, as applicable, each be referred to herein as the "Act," and may be collectively referred to herein as the "Acts").

Section 1.2. Effect of the Merger. From and after the Effective Date:

(a) The LLC shall become the Surviving Company, and the separate existence of the LP shall cease, except to the extent provided by the Acts in the case of a limited partnership after its merger with and into a limited liability company;

(b) The Surviving Company shall possess all of the rights, privileges and powers, public and private, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any Constituent Company on whatever account. All interests of, belonging or due to, either of the Constituent

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Companies shall thereupon be deemed to be transferred to and vested in the Surviving Company without act or deed and no title to any real estate or any interest therein vested in either of the Constituent Companies shall revert or be in any way impaired by reason of the Merger;

(c) The Surviving Company shall be responsible for all debts, liabilities and obligations of each of the Constituent Companies and each claim existing and each action or proceeding pending by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, and the Surviving Company may be substituted in the place of such Constituent Companies. No right of any creditor of either Constituent Company and no lien upon the property of either Constituent Company shall be impaired by the Merger.

(d) The names and addresses of the Managers of the Surviving Company are Richard Rzaca and Eleanor Rzaca, each of 766 S. Barfield Drive, Marco Island, Florida 34145.

ARTICLE II. GOVERNING DOCUMENTS

Section 2.1. Articles of Organization and Certificate of Limited Partnership. The Articles of Organization of the LLC, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Company from and after the Effective Date. Such Articles of Organization shall continue in effect until amended, restated or repealed in accordance with applicable law and the Articles of Organization of the Surviving Company. The Certificate of Limited Partnership of the LP shall terminate and be of no force or effect as of the Effective Date.

Section 2.2. Operating Agreement and Limited Partnership Agreement. The Operating Agreement of the LLC, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Company from and after the Effective Date. Such Operating Agreement shall continue in effect until amended, restated or repealed in accordance with applicable law, the Articles of Organization and the Operating Agreement of the Surviving Company. The Limited Partnership Agreement of the LP shall terminate and be of no force or effect as of the Effective Date.

ARTICLE III. MANNER AND BASIS OF CONVERTING PARTNERSHIP INTERESTS

As of the Effective Date, pursuant to this Agreement and without any action on the part of any partner of the LP or member of the LLC, all of the partnership interests in the LP of the general partners and the limited partners shall be converted into membership interests in the LLC in the same percentage of partnership interests held in the

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LP as set forth in Schedule A attached hereto. The outstanding membership interests in the LLC immediately prior to the Effective Date shall be redeemed as of the Effective Date.

**ARTICLE IV.
EFFECTIVENESS OF MERGER**

If this Agreement is not terminated and abandoned pursuant to the provisions of Article V, then the following actions shall be taken to effect the Merger:

- (i) Articles of Merger shall be executed and filed with the Secretary of State of the State of Florida in accordance with the Acts; and
- (ii) the Constituent Companies shall do all other acts and things as shall be necessary or desirable to effect the Merger.

The Merger shall become effective upon the filing of Articles of Merger to be filed with the Secretary of State of the State of Florida (the "Effective Date").

**ARTICLE V.
TERMINATION AND AMENDMENT**

Section 5.1. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the general partners of the LP or by the managers of the LLC, notwithstanding approval of this Agreement by the partners of the LP or the managers of the LLC. In the event of the termination and abandonment of this Agreement pursuant to the provisions of this Article, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Companies, or their respective partners, managers or members.

Section 5.2. Amendment. This Agreement may be amended, modified or supplemented by the general partners of the LP or the managers of the LLC at any time prior to the Effective Date; provided that an amendment made following approval of this Agreement by the general partners of the LP or the managers of the LLC shall not (i) alter or change the amount or kind of membership interests to be received, (ii) alter or change any term of the Articles of Organization of the Surviving Company to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the partners of the LP or the members of the LLC.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.1. Further Assurances. If, at any time after the Effective Date, the Surviving Company or its successors or assigns determines that any documentation,

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action or things are necessary or desirable to further carry out the purposes of this Agreement or to vest the Surviving Company with all right, title and interest in, to and under all of the assets, properties, rights, claims, privileges, immunities, powers, and authority of each of the Constituent Companies, the managers of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of any Constituent Company or otherwise, all such documentation, and to take and do, in the name and on behalf of any Constituent Company or otherwise, all such other actions and things.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized personnel all as of the date first written above.

THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED PARTNERSHIP

By: 
RICHARD RZACA, General Partner

By: 
ELEANOR RZACA, General Partner

THE RICHARD RZACA AND ELEANOR RZACA FAMILY LIMITED LIABILITY COMPANY

By: 
RICHARD RZACA, Manager

By: 
ELEANOR RZACA, Manager

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SCHEDULE A

**MEMBER'S NAME & ADDRESS,
UNITS, CLASS OF UNITS & PERCENTAGE INTEREST**

<u>Member's Name & Address</u>	<u>Member's Units, Class of Units & Percentage Interest</u>
RICHARD RZACA 766 South Barfield Drive Marco Island, Florida 34145	260 Class A Units 26%
ELEANOR RZACA 766 South Barfield Drive Marco Island, Florida 34145	260 Class A Units 26%
LINDA A. CALABRESE	120 Class A Units 12%
CAROLYN A. ZINSER	120 Class A Units 12%
DIANE LYNN LAW	120 Class A Units 12%
JUDITH ANN RZACA	120 Class A Units 12%